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607 Fourteenth Street NW Washington, DC 20005-2011 PHONE 202 628 6600 FAX 202 434 1690 www perkinscole com

March 27, 2003

Alva E. Smith Office of the General Counsel **Federal Election Commission** 999 E Street, N.W. Washington, D.C. 20463

> Re: MURs 5262 and 5266

Dear Ms Smith:

This letter supplements the response of the Tim Ryan for Congress Committee ("the Committee") and Julie A. Stitzel, Treasurer (referred to collectively as "Respondents"), to the complaints in the above-referenced matters. The complaints referred to a \$50,350 loan made by the Second National Bank of Warren to support Mr. Ryan's campaign for Congress in Ohio's 17th District. At the time of their initial response, Respondents and counsel needed additional time to adduce the facts surrounding the loan. Now able to address this matter fully, Respondents contend that no further Commission action is warranted.

Before 2002, Tim Ryan had never sought federal office, and his Treasurer had never served in that capacity on a federal campaign. He filed his Statement of Candidacy on February 19, 2002, slightly more than five weeks before the loan in question was incurred. See Attachment A.

On March 28, 2002, the candidate incurred on behalf of the Committee a loan from the Second National Bank of Warren in the amount of \$50,350, with all outstanding amounts due on September 28, 2002. See Attachment B. The 6.250% interest rate represented "the rate Lender charges, or would charge, on 90-day

unsecured loans to the most creditworthy corporate customers." Id.

[39433-0001/DA023300 039]

The loan was co-signed by Dennis A. Rossi, a friend of the candidate. When the loan was taken, neither the Committee nor Mr. Rossi were aware that Mr. Rossi's participation in the transaction raised any legal issues In fact, in early March, the Treasurer spoke with a public affairs specialist in the Commission's Information Division to review the rules governing bank loans generally. The treasurer left that conversation without knowing that co-signing a loan was normally considered a contribution.

The Committee became aware of the legal issues raised by Mr. Rossi's participation when the first complaint was filed. The Committee then took steps to correct the error. Specifically, and most important, the Committee repaid the loan in full three months before it was due. See Amended July 15 Quarterly Report, at Attachment C. All of the payments were made by the Committee; none were made by Mr. Rossi.

The Commission clearly has the discretion to dismiss a complaint regardless of whether there is reason to believe a violation occurred. See 11 C.F.R. § 111.7(b) (2002). Here, the Committee respectfully suggests that there are at least two reasons why further Commission action would be unwarranted:

First, there is no evidence to show that the Committee acted in bad faith. Indeed, there is much evidence to the contrary. Mr. Ryan was a first time candidate. He incurred the loan only a little more than a month after beginning his candidacy. Finally, the Committee made real efforts, if ineffective, to ensure that the loan was structured in a legal manner.

The complaint tries to suggest that the interest rate of the loan was inherently inappropriate, relying solely on a newspaper account in which a reporter claimed to have been offered a rate of 14.75% by the same bank. Yet the promissory note itself states that the rate is the one the lender would normally charge "on 90-day unsecured loans to the most creditworthy corporate customer." Attachment B. The complaint presents no reason why the bank would grant the Committee a loan outside normal market conditions. Finally, the Committee's prompt repayment of the loan suggests that it was indeed creditworthy.

Second, the Committee moved promptly to correct the circumstances of the loan. Even though the loan had already been due on September 28, the Committee repaid it even sooner – with the last payment made on June 28 – to remove any

March 27, 2003 Page 3

question of noncompliance. At no time did Mr. Rossi, who had co-signed the loan simply because he was a friend of the candidate, make any payments.

Here, all the evidence shows that a first-time candidate and his Treasurer tried in good faith to comply with Commission rules, and then took corrective action upon learning that it may be necessary. For the Commission to pursue this matter further would serve no genuine purpose. The newspaper articles and editorials attached to the complaints show that the candidate, the Treasurer, the Committee and Mr. Rossi all suffered great public opprobrium, to an extent arguably disproportional to the circumstances. The Committee respectfully suggests that further investigation is not necessary to ensure future compliance, or otherwise to serve the interests of enforcing the Act.

Accordingly, Respondents respectfully request that no further action be taken in this matter. If you have any questions about the foregoing, or need additional information, please do not hesitate to contact the undersigned.

Very truly yours,

Judith L. Corley

Brian G. Svoboda

Counsel to Respondents

STATEMENT OF CANDIDACY (see reverse side for instructions)

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PROMISSORY NOTE

AUTOPRA CONTROL OF 18 2002 OF 18 2002

References in the shaded area are for Lander's use only and do not limit the applicability of this document to any particular loan or item.

Any fram above containing """ has been omitted due to text length limitations.

Borrower:

Timothy J. Ryan (SSN: 285-75-2431) Dennie A. Rosei (SSN: 278-56-5956) 167 W. Market Street

Warren, OH 44481

The Second National Bank Of Werren

108 Main Ayenue, S. W. P. O. Box 1311 Warren , OH 44482

Principal Amount: \$50,350.00

Initial Rate: 6.250%

Date of Note March 28, 2002

PROMISE TO PAY. Timothy J. Ryan and Dennie A. Rossi ("Borrower") jointly and severally promise to pay to The Second National Bank Of Warren ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Thousand Three Hundred Fifty & 00/100 Dollars (\$50,350.00), together with interest on the unpaid principal balance from March 28, 2002, until paid in full

PAYMENT. Borrower will pay this loan in one principal payment of \$50,350.00 plus interest on September 28, 2002. This payment due on September 28, 2002, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all socrued unpaid interest due as of each payment date, beginning May 10, 2002, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest; then to principal, and any remaining amount to any unpaid collection costs and late charges. The annual interest rate over 2 years of 360 days, multiplied by the outstanding principal helance, multiplied by the annual number of days the principal belance to outstanding. Florrower will pay Lender at I ender's address above above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is Lenders Prime Rate (the "index"). This is the rate Lender charges, or would change, on 90-day unsequent loans to the most originary corporate customers. This nate may or may not be the towest rate evaluable from Lender at any given time. Londer will tell Borrower the current index rate upon Borrower's request. The interest rate change will not account most occur more often than each Day. Borrower understands that Lender may make loans based on other rates as well. The index outrently is 4.750% per annum. The interest rate to be applied to the unique of principal balance of this Note will be at a rate of 1.500 percentage points over the index, resulting in an initial rate of 6.250% per annum. NOTICE Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

On this Note be more than the maximum rate allowed by applicable law

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan feet and other prepaid finance charges are earned fully as of the date
of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default) except as otherwise required by law in
any event, even upon full prepayment of this Note, Sorrower understands that Lender is entitled to a minimum interest charge of \$100.00. Other than
Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due
Early payments will not unless agreed to by Lender in writing, relieve Borrower's obligation to continue to make payments under the
payment schedule. Pather, early payments will reduce the principal balance due. Borrower agrees not to send Lander payments marked "pad in full",
without recounter", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note,
and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any
check or other payment instrument that inclosates that the payment constitutes "payment in full" of the amount owed or that is tendered with other
conditions or illimitations or as full settlements of a disputed amount must be malled or delivered to. The Second National Bank Of Warren, 108 Main
Avenue, 8 W. P. O. Box 1311, Warren, OH. 44482 Avenue, 8 W. P O. Box 1311, Warren , OH 44482

LATE CHARGE. If a payment is 16 days or more late Borrower will be charged 5.000% of the regularly acheduled payment or \$500.00, whichever

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, it permitted under applicable law increase the variable interest rate on this Note to 18 000% per annum. The interest rate will not exceed the maximum rate permitted by applicable law

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note

Payment Default. Borrower fails to make any payment when due under this Note

Other Defaults. Borrower falls to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lander and Borrowe

Faise Statements. Any warranty, représentation or statement made or fumiened to Lander by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or fumiened or paccimes false or misleading At any time thereafter

Death or insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower

Creditor or Forfaltura Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, salt-help repossession or any other method, by any aneditor of forestower or by any governmental agency against any collateral securing the lean. This includes a garrishment of any of Somower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not spely if there is a good faith dispute by Somower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and deposits with Lender montes or a surety bond for the creditor or forfeiture proceeding, and deposits with Lender montes or a surety bond for the creditor or forfeiture proceeding, and deposits and deposits of the creditor or bond for the dispute

Events Affecting Guarantor. Any of the preceding events coours with respect to any guarantor, endorser surely, or accommodation party of any of the indebtedness or any guarantor endorser, surely, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note in the event of a death, Lander, at its option may but shall not be required to, parmit the guaranty in a manner satisfactory to Lender and, in doing so, ourse any Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

insecurity. Lender in good faith believes itself insecure

Guro Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding welve (12) months, it may be cured (and no event of default will have occurred) it formers after receiving written notice from Lender defranding cure of such default. (1) cures the default within titleen (15) days; or (2) if the cure requires more than fifthen (15) days; or mediately initiates steps which Lander deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonably and necessary steps sufficient to produce compliance as soon as reasonably practical

ENDER'S RIGHTS. Upon default, Lender may deciare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

EXPENSES. If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be ontitled to recover such sum as the countries adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall been interest at the Noter rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without similation, however subject to any imits under applicable law. Lander's expenses for bankruptcy proceedings (including efforts to modify or vacants any automatic stay or injunction) and appeals, to the extent permitted by applicable law. Borrower also will pay any count costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by, construed and enforced in accordance with federal law and the laws of the State of Ohio This Note has been accepted by Lander in the State of Ohio.

CHOICS OF VENUE. If there is a lewsuit, Somowar egrees upon Lender's request to submit to the jurisdiction of the courts of Trumbuil County State

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(Continued)

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney-at-lew including an attorney hired by Lander, to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavir signed by an officer of Lender setting forth the emount then due, permissible fees plus costs of sult, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an afficiavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of atterney. Borrower walves the right to any stay of exposution and the benefit of all exemption laws now or hereafter in effect. No single exercise of this foregoing warrant and power to confees judgment will be deamed to exhaust the power, whether or not any such exercise shall be held by any count to be invalid volidable, or void; but the power was confinue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this note have been paid in full. Borrower walves any conflict of interest that an attorney hired by Lender may have in acting on behalf of Borrower in confessing judgment.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$26.00 if Borrower makes a payment on Borrower's loan and the check of preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETCEP. To the extent permitted by applicable law Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other accounts). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IFA or Keogin accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or eartiff all sums owing on the dots against any and all such accounts, and at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL Borrower acknowledges this Note is secured by no collateral

FINANCIAL INFORMATION Someworks) agree(a) to provide Lender with financial information as reasonably requested. Fallure to provide requested information will be considered an Event of Default.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower and upon Borrower's helps, personal representatives successors and assigns, and shall inure to the benefit of Lander and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please nutify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(les) should be sent to us at the following address: The Second National Sank Of Warren, 108 Main Avenue, S. W., P. O. Box 1311, Warren, OH. 44482

the following address: The Second National Sank Of Warren 108 Main Avenue, 3 W., P. O. Box 1311, Warren, OH 44482

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lander does not agree or intend to cantract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, preparation) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or not the State of Ohio (as applicable). Any such excess intendent content the state of the contrary be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend, accelerate, or otherwise change one or more times the time for payment or other terms any indebtedness including increases and decreases of the rate of intenss on the indebtedness. (c) exchange, enforce, waive, subordinate, fall or decide not to perfect, including without limitation, any non-judicial sale permitted by the terms of the controlling abourtly and direct the order or manner of sale thorace, including without limitation, any non-judicial sale permitted by the terms of the controlling abourtly agreements, as Lender in its discretion may determine (e) releases, substitute, agreements on any terms of the ontrolling abourtly and direct the order or manner of sale thorace, including without limitation, any non-judicial sale permitted by the terms of the ontrolling abourtly and orderess th

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH SORROWER AGREES TO THE TERMS OF THE NOTE.

BURROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

NOTICE: FOR THIS NOTICE "YOU" MEANS THE BORROWER AND "CREDITOR" AND "HIS MEANS LENDER.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COUNTY OF THE TAKEN AGAINST YOU WITHOUT YOUR PRESENDED THE POWERS OF A COURT CAN BE USED COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAU GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEME OR ANY OTHER CAUSE.

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FEC FORM 3

REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee

Office Use Only

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>	Tim Ryan for Co	ondress												
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8	SUBTOTAL of Disb	ursements This Pag	pa (optional)		<u> </u>	<u>•</u>					1	2000.	00	
7	OTAL This Based	flast page this line i				<u> </u>								
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SCHEDULE B ITEMIZED DISBURSEMENTS

Use separate schedule(s) for each category of the Detailed Summary Page

	IĖ NUMB	BER	PAGI	E 58/	64
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- [17	11	8 K	198	

Detailed Summary Page 20a 20b □ 200 Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of solicating contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee NAME OF COMMITTEE (in Full) Tim Ryan for Congress Full Name (Last, First, Middle Initial) Date of Disbursement Second National Bank ős " ີ 2 ຢົ 2002 Mailing Address 108 Main Avenue SW PO Box 1311 City State Zip Code Amount of Each Disbursement this Period Warren OH 44482 6078 29 Purpose of Disbursement loan repayment 009 Candidate Name Categoryi

2002

General

Disbursement For

X Primary

Other (specify) 🔻

Туре

Transaction ID:

D114

В.

Office Sought

State.

House

Senate

Distinct:

President

145

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SUBTOTAL of Disbursements This Page (optional)	 		 •	 	 	<u> </u>	6078.29
TOTAL This Period (last page this line number only)	 	••		 		>	25350.00

FEC Schedule B

(Revised 1/2001)

DETAILED SUMMARY PAGE

of Receipts

FEC Form 3 (Revised 1/2001)

Write or Type Committee Name Tim Ryan for Congress

Page 3

	I. RECEIPTS	COLUMN B Election Cycle-to-Date	
1.	CONTRIBUTIONS (other than loans) FROM		
	(a) Individuals/Persons Other Than		
	Political Committees (ii) Itemized (use Schedule Aj	18960 00	
	(ii) Untemized.	10550 00	
	(iii) TOTAL of contributions from inclividuals	29510 00	46816 00
		6000 00	8500 00
	(b) Pointcal Party Committees (c) Other Political Committees	130250 00	141050 00
	(such as PACS)	2000 00	2000 00
	(d) The Cendidate	32 33	
	(other than loans) (edd Lines 11(e)(iii) (b), (c) end (d))	167760 00	198366 00
	TRANSFERS FROM OTHER AUTHORIZED COMMITTEE8	a co	0 00
3	LOANS		
	(a) Made or Guaranteed by the Candidate	0 00	50350 00
	(b) All Other Loans	0 00	0 00
	(add Unes 13(a) and (b))	0.00	50350 00
	OFFSETS TO OPERATING		
	EXPENDITURES (Refunds, Rebetes, etc.)	0.00	0 00
-	OTHER RECEIPTS (Dividends, interest, stc.)	0 00	0 00
	TOTAL RECEIPTS (add Lines 11(e), 12, 13(c), 14 and 15) (Carry Total to Line 24, page 4)	167760 00	248716 00

DETAILED SUMMARY PAGE

FEC Form 3 (Revised 1/2001)

of Disbursements

Paga 4

	II DISBURSEMENTS	COLUMN A Total This Period	COLUMN B Election Cycle-to-Date
17	OPERATING EXPENDITURES	63518 09	. 108858 1D
18	TRANSFERS TO OTHER AUTHORIZED COMMITTEES	0.00	0 00
19	LOAN REPAYMENTS: (8) Of Loans Made or Gueranteed by the Candidate	25350 00	50950 00
	(b) Of all Other Loans	000	0 00
	(c) TOTAL LOAN REPAYMENTS (add Lines 18(e) and (b))	25350 00	50350 00
20	REFUNDS OF CONTRIBUTIONS TO (a) Individuals/Persons Other Then Political Committees	000	0 00
	(b) Political Party Committees	2500 00	2500 DD
	(c) Other Political Committees (such as PACs)	000	O DD
	(d) TOTAL CONTRIBUTION REFUNDS (edd Unes 20(e), (b), and (c))	2500 00	2500 00
<u></u> 21	OTHER DISBURSEMENTS	150 00	150 DD
22	TOTAL DISBURSEMENTS (add Lines 17 18, 19(c), 20(d), and 21) [91518 09	161858 10
	III. CASH SUMM	IARY	· · · · · · · · · · · · · · · · · · ·
23	CASH ON HAND AT BEGINNING OF REPORTING	S PERIOD.	10615 99
24	TOTAL RECEIPTS THIS PERIOD (from Line 15, pe	age3)	167760 00
25	SUBTOTAL (add Line 23 and Line 24)	······	178375 99
26.	TOTAL DISBURSEMENTS THIS PERIOD (from Li	ne 22)	91518 09
27	CASH ON HAND AT CLOSE OF REPORTING PER (subtract Line 26 from Line 25)		86857 9D